

TRUST DEED AND MORTGAGE
(ILLINOIS)

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85295399

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 4407-09 Beacon St., County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Andrew Russo

Lincoln National Bank County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 63 (except the North 49 feet), all of Lot 62, and the North 7 feet of Lot 61 in the Subdivision of the South quarter of the East Half of the Northwest Quarter (except the East 569.25 feet thereof) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Permanent Real Estate Index Number(s): 14-17-123-009 Address(es) of Real Estate: 4407-09 N. Beacon Street - Chicago, Illinois 60640

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ 61,600.00 72 Months after date for value received November 15 19 85 Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Illinois 60613 the sum of Sixty One Thousand, Six Hundred Dollars and NO/100 Dollars at the office of the legal holder of this instrument with interest at 9 per cent per annum after date hereof until paid, payable at said office, as follows: 71 payments @ \$855.00 beginning December 15, 1985 and a final payment of \$895.00 due on November 15, 1991

And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then Gene L. Torkelson of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 15th day of November 19 85

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
THIS INSTRUMENT WAS PREPARED BY
GENE L. TORKELSON
LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

Lloyd Kimura (SEAL)
Kimura Kimura (SEAL)

This instrument was prepared by Gene L. Torkelson - Senior Vice President LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS
(NAME AND ADDRESS)

Box _____

Trust Deed and Note

Lloyd Kimura and
Kimi Kimura

4407-09 Beacon
Chicago, Illinois 60640

TO

Andrew Russo-Senior Vice President
Lincoln National Bank
3959 N. Lincoln Avenue
Chicago, Illinois 60613

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MAIL TO:

LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

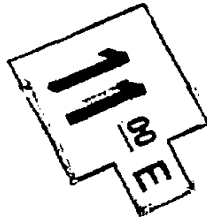
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Property of Cook County Clerk's Office

-85-295399



Commission Expires May 30, 1988

Notary Public

Kay Johnson

(Impress Seal)

waiver of the right of homestead.
Given under my hand and official seal this 15th day of November, 1985

personally known to me to be the same person whose name^s are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd Kimura and Kimi Kimura

STATE OF Illinois }
COUNTY OF Cook }
SS. _____

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THIS INDENTURE WITNESSETH, That the undersigned as grantors, of 4407-09 Beacon St., County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Andrew Russo of Lincoln National Bank County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 63 (except the North 49 feet), all of Lot 62, and the North 7 feet of Lot 61 in the Subdivision of the South quarter of the East Half of the Northwest Quarter (except the East 569.25 feet thereof) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Permanent Real Estate Index Number(s): 14-17-123-009 4407-09 N. Beacon Street - Chicago, Illinois 60640 Address(es) of Real Estate:

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantor to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ 61,600.00 72 Months after date for value received of \$ (we) promise to pay to the order of Lincoln National Bank - 3959 N. Lincoln Avenue - Chicago, Illinois 60613 the sum of Sixty One Thousand, Six Hundred Dollars and NO/100 - Dollars

at the office of the legal holder of this instrument with interest at 9 percent per annum after date hereof until paid, payable at said office, as follows: 71 payments @ \$855.00 beginning December 15, 1985 and a final payment of \$895.00 due on November 15, 1991 And to secure the payment of said amount (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then Gene L. Torkelson, or his successor in this trust, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture. Witness our hands and seals this 15th day of November 19 85

THIS INSTRUMENT WAS PREPARED BY GENE L. TORKELSON LINCOLN NATIONAL BANK CHICAGO, ILLINOIS 60613

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(SEAL) Lloyd Kimura
(SEAL) Kimi Kimura

This instrument was prepared by Gene L. Torkelson, Senior Vice President, Lincoln National Bank, 3959 N. Lincoln Avenue, Chicago, Illinois 60613

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85295399

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Kay Johnson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd Kimura and Kimi Kimura

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

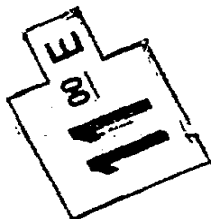
Given under my hand and official seal this 15th day of November, 19 85.

(Impress Seal Here)

Kay Johnson
Notary Public

Commission Expires May 30, 1988

-85-295399



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Box _____

Trust Deed and Note

Lloyd Kimura and
Kimi Kimura

4407-09 Beacon
Chicago, Illinois 60640

TO

Andrew Russo-Senior Vice President
Lincoln National Bank
3959 N. Lincoln Avenue
Chicago, Illinois 60613



MAIL TO:

LINCOLN NATIONAL BANK
3959 LINCOLN AVENUE
CHICAGO, ILLINOIS 60613

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